

# United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Milton I. Shadur	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	01 C 5878	DATE	10/2/2001
CASE TITLE	Joseph T. Ryerson & Son vs. Plastech Engineered Products		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

## MOTION:

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## DOCKET ENTRY:

- (1) ☐ Filed motion of [ use listing in "Motion" box above.]
- (2) ☐ Brief in support of motion due \_\_\_\_\_.
- (3) ☐ Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4) ☐ Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5) ☐ Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6) ☐ Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7) ☐ Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8) ☐ [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9) ☐ This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]  
☐ FRCP4(m) ☐ General Rule 21 ☐ FRCP41(a)(1) ☐ FRCP41(a)(2).
- (10) ☒ [Other docket entry] Enter Memorandum Order. Plastech's counsel is ordered to file in this Court's chambers on or before October 16, 2001 a memorandum explaining the underpinning for its AD and for the corresponding provisions of Answer ¶¶ 6 and 7. In the absence of such a timely filing, all of those aspects of Plastech's responsive pleading will be stricken, and Plastech will be deemed to have admitted Complaint ¶¶ 6 and 7.
- (11) ☒ [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input checked="" type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	SN courtroom deputy's initials	① FILED FOR DOCKETING 01 OCT -3 PM 12:22	number of notices	Document Number 6
			OCT 04 2001 date docketed	
			CM docketing deputy initials	
			10/2/2001 date mailed notice	
			SN mailing deputy initials	
		Date/time received in central Clerk's Office		

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DOCKETED  
OCT 04 2001

JOSEPH T. RYERSON & SON, INC.,       )  
                                          )  
                          Plaintiff,       )  
                                          )  
                          v.                )  
                                          )  
PLASTECH ENGINEERED PRODUCTS, INC., )  
                                          )  
                          Defendant.       )

No. 01 C 5878

MEMORANDUM ORDER

Plastech Engineered Products, Inc. ("Plastech") has filed its Answer and Affirmative Defense ("AD") to the Complaint brought against it by Joseph T. Ryerson & Son, Inc. ("Ryerson"). Because Plastech's response appears seriously problematic in one respect, this memorandum order is issued sua sponte to require Plastech's counsel to amplify on the rationale for what is set out in its Answer ¶¶6 and 7 and its AD.

Each of those facets of Plastech's responsive pleading rests on the premise that the document captioned "Attached Addendum" (Complaint Ex. 2, here simply "Addendum") was not part of the contractual arrangement between the parties established by a typed letter agreement that carries an original typing date of December 4, 1998 and was then fully executed on December 17, 1998 (Complaint Ex. 1). Indeed, because Plastech's AD advances a Statute of Frauds argument on the basis that the Addendum "was not signed by an authorized agent," that necessarily depends on a contention that Kelly Garwood ("Garwood"), whose signature

appears on the Addendum on Plastech's behalf and who also signed the name of Plastech's Corporate Senior Buyer Gary Bone ("Bone") on that document lacked the authority to do so.

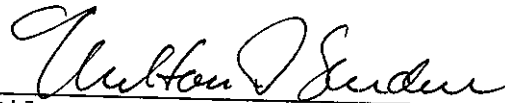
That contention frankly seems suspect. This Court's examination of the admittedly-binding letter agreement itself (Complaint Ex. 1) reveals that document to have been signed both by Bone and by Garwood--and Garwood's December 17, 1998 signature was accompanied by his or her initialling on Plastech's behalf of a change in the body of the letter agreement from a December 1, 1998 effective date (the original typewritten version) to January 1, 1999.<sup>1</sup> And December 17, 1998 was the selfsame date on which both Ryerson's authorized signatory and Garwood--who purportedly did so on Plastech's behalf--signed the Addendum. Thus it appears that the final signature on the letter agreement and the Addendum were affixed at the very same time.

Under those circumstances Plastech owes Ryerson and this Court a considerably more probative explanation than its present bald denial of authorization of the Addendum. Accordingly Plastech's counsel is ordered to file in this Court's chambers on or before October 16, 2001 (with a copy delivered contemporaneously to Ryerson's counsel) a memorandum explaining the underpinning for its AD and for the corresponding provisions

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<sup>1</sup> Plastech's confirmation of the validity of the letter agreement would thus seem to carry with it a confirmation of Garwood's authority.

of Answer ¶¶6 and 7. In the absence of such a timely filing, all of those aspects of Plastech's responsive pleading will be stricken, and Plastech will be deemed to have admitted Complaint ¶¶6 and 7.



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Milton I. Shadur  
Senior United States District Judge

Date: October 2, 2001